

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

The contractor shall complete all work (including furnishing all labor, material, equipment and services) required under this contract for supply and installation of office work stations/cubicles eight (08) in number, as per attached Layout Plan and list of items. **The contractor is responsible for taking the measurements during the site visit.** This price shall include all labor, materials, overhead (including insurance required by FAR 52.228-4, Workers' Compensation and War-Hazard Insurance, which shall be a direct reimbursement), and profit.

This is a firm fixed price contract payable entirely in INR------. No additional sums will be payable for any escalation in the cost of materials, equipment or labor, or because of the contractor's failure to properly estimate or accurately predict the cost or difficulty of achieving the results required. The Government will not adjust the contract price due to fluctuations in currency exchange rates. The Government will only make changes in the contract price or time to complete due to changes made by the Government in the work to be performed, or by delays caused by the Government.

A. Bill of Material (BOM) for Work Stations & Partition

S.No.	Item Description	Unit	Qty	Unit Price (INR)	Amount (INR)
1.	Cost of Complete Cubicle as per attached layout *each cubicle consisting (two overhead storage compartments, Task lights, pin-up boards, material on cubicles, one lateral storage, one pedestal storage, one key board tray and slots for electrical and networking)	Each	8		
10	Freight and handling charges	LS	1		
11	Installation Charges	LS	1		
12	VAT as applicable				
13	Grand Total				

*Upon award of the Contract the Awardee shall provide item wise cost break down of cubicles within 5 days before mobilization of the resources.

All work shall be performed on regular workdays (Monday through Friday) between 09:00 and 17:00. Other hours, if requested by the Contractor, may be approved by the Contracting Officer's Representative. The Contractor shall give 24 hours in advance to COR who will consider any deviation from the hours identified above. Changes in work hours will not be a cause for a price increase.

A pre-Supply and installation of work stations conference , with the awardee of the contract, shall be held **10** days after contract award in U.S.Embassy, Shantipath, Chanakyapuri, New

Delhi – 110 021, to discuss the schedule, submittals, notice to proceed, mobilization and other important issues that affect Supply and installation of the workstations.

Delivery of Supplies and Services

- A) Supplies: Detailed Bill of Material (BOM) is to be submitted at the time of delivery of supplies by the awardee of the contract.

Payment Terms:

- a. Supplies: Payment for 50% of the total cost shall be made after delivery of items to be used for installation within 30 days of submission of invoice and confirmation of receipt of the COR.. Balance 50% shall be paid after satisfactory completion of the project within 30 days of submission of invoice and confirmation of receipt of the COR..
- b. Embassy is exempt from payment of Exceise duly. In that the contractor who will receive the contract shall submit a proforma invoice for obtaining excise exemption certificate from the Ministry of External affairs.
- c. Service Tax Exemption Certificate will be provided by the U.S. Embassy, New Delhi

SECURITY

After award of the contract, the Contractor shall have ten days to submit to the Contracting Officer a list of workers and supervisors assigned to this project (Biographic Data on Personnel) for the Government to conduct all necessary security checks. It is anticipated that security checks will take approximately 30 days to perform. For each individual the list shall include:

Full Name
Place and Date of Birth
Current Address
Identification number
Vehicle make, model, color and license plate number

Failure to provide any of the above information may be considered grounds for rejection and/or re-submittal of the application. Once the Government has completed the security screening and approved the applicants, the Government will provide a badge to the individual for access to the site. The Government may revoke this badge at any time due to the falsification of data, or misconduct on site.

The Contractor shall provide an English speaking supervisor on site at all times. This position is considered as key personnel under this contract.

DOSAR 652.236-70 ACCIDENT PREVENTION (APR 2004) applies to this request for quotation.

652.237-72 OBSERVANCE OF LEGAL HOLIDAYS AND ADMINISTRATIVE LEAVE (APR 2004)

- (a) The Department of State observes the following days as holidays:

New Year's Day
Martin Luther King's Birthday
Washington's Birthday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Christmas Day

Any other day designated by Federal law, Executive Order, or Presidential Proclamation.

(b) When any such day falls on a Saturday or Sunday, the following Monday is observed. Observance of such days by Government personnel shall not be cause for additional period of performance or entitlement to compensation except as set forth in the contract. If the contractor's personnel work on a holiday, no form of holiday or other premium compensation will be reimbursed either as a direct or indirect cost, unless authorized pursuant to an overtime clause elsewhere in this contract.

(c) When the Department of State grants administrative leave to its Government employees, assigned contractor personnel in Government facilities shall also be dismissed. However, the contractor agrees to continue to provide sufficient personnel to perform round-the-clock requirements of critical tasks already in operation or scheduled, and shall be guided by the instructions issued by the contracting officer or his/her duly authorized representative.

If services are provided for portions of days, appropriate adjustment will be made by the contracting officer to ensure that the contractor is compensated for services provided.

652.242-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR) AUG 1999)

(a) The Contracting Officer may designate in writing one or more Government employees, by name or position title, to take action for the Contracting Officer under this contract. Each designee shall be identified as a Contracting Officer's Representative (COR). Such designation(s) shall specify the scope and limitations of the authority so delegated; provided, that the designee shall not change the terms or conditions of the contract, unless the COR is a warranted Contracting Officer and this authority is delegated in the designation.

(b) The COR for this contract is – **CDC/GAP**

652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

(a) The contractor warrants the following:

(1) That it has obtained authorization to operate and do business in the country or countries in which this contract will be performed;

(2) That it has obtained all necessary licenses and permits required to perform this contract; and,

(3) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.

(b) If the party actually performing the work will be a subcontractor or joint venture partner, then such subcontractor or joint venture partner agrees to the requirements of paragraph (a) of this clause.

SOLICITATION PROVISIONS

FAR 52.212-1, Instructions to Offerors -- Commercial Items (JUN2008), is incorporated by reference.

ADDENDUM TO 52.212-1

Summary of instructions. Each offer must consist of the following:

Information demonstrating the offeror's/quoter's ability to perform, including:

PROPOSED WORK INFORMATION - Provide the following:

- (1) A list of the names, addresses and telephone numbers of the owners, partners, and principal officers of the Offeror;
- (2) The name and address of the Offeror's field superintendent for this project; and
- (3) A list of the names, addresses, and telephone numbers of subcontractors and principal materials suppliers to be used on the project, indicating what portions of the work will be performed by them.

EXPERIENCE AND PAST PERFORMANCE - List all contracts and subcontracts your company has held over the past three years for the same or similar work. Provide the following information for each contract and subcontract:

Customer's name, address, and telephone numbers of customer's lead contract and
Technical personnel;
Contract number and type;
Contract total value after completion of work;
Brief description of the work, including responsibilities;

LICENSES

A copy of the company registration with the registrar of companies, India

ADDENDUM TO SOLICITATION PROVISIONS FAR AND DOSAR PROVISIONS NOT PRESCRIBED IN PART 12

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at:

<http://acquisition.gov/far/index.html/> or <http://farsite.hill.af.mil/search.htm>

These addresses are subject to change. IF the FAR is not available at the locations indicated above, use of an Internet “search engine” (e.g., Yahoo, Infoseek, Alta Vista, etc.) is suggested to obtain the latest location of the most current FAR provisions.

EVALUATION FACTORS

Award will be made to the lowest priced, technically acceptable, responsible offeror. The quoter shall submit docs as requested above

The Government reserves the right to reject proposals that are unreasonably low or high in price.

The lowest price will be determined by multiplying the offered prices times the estimated quantities in “Prices -”, and arriving at a grand total, including all options.

The Government will determine acceptability by assessing the offeror's compliance with the terms of the RFQ to include the technical information required by Section 3.

The Government will determine contractor responsibility by analyzing whether the apparent successful offeror complies with the requirements of FAR 9.1, including:

- adequate financial resources or the ability to obtain them;
- ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
- satisfactory record of integrity and business ethics;
- necessary organization, experience, and skills or the ability to obtain them;
- necessary equipment and facilities or the ability to obtain them; and
- be otherwise qualified and eligible to receive an award under applicable laws and regulations.